REQUEST FOR PROPOSALS FOR A MAPPED ALI DISPLAY IN SUPPORT OF VERMONT'S ENHANCED 9-1-1 SYSTEM



To be submitted to:

Ms. Evelyn Bailey, Executive Director Vermont Enhanced 9-1-1 Board 94 State Street, Drawer 20 Montpelier, VT 05620-6501 (802) 828-4911

20 September 2001

AN EQUAL OPPORTUNITY/ADA COMPLIANCE EMPLOYER

The Vermont Enhanced 9-1-1 Board is an equal opportunity agency and offers all persons the benefits of participating in its services, programs, and activities, and competing in all areas of employment regardless of race, color, religion, sex, national origin, age, sexual orientation, or disability. In compliance with the Americans with Disabilities Act, any requests for reasonable accommodation should be communicated to the Board's Executive Director, Evelyn Bailey.

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SECTION I - INTRODUCTION

A. OVERVIEW OF SOLICITATION

The Vermont Enhanced 9-1-1 Board (hereinafter "E9-1-1") is soliciting proposals from contractors of software to display the location of a 9-1-1 call on an automated map display. A contractor quotation for professional services is being solicited for required services and products in this Request for Proposals (RFP).

E9-1-1 will consider proposals from contractors who plan to share work through a subcontracting agreement. Such proposals will be considered only if one contractor assumes the role and responsibilities of a prime contractor. This RFP is soliciting a single quotation. E9-1-1 encourages prospective bidders to enter into collaborative relationships and/or subcontracts with Vermont organizations.

Respondents are encouraged to propose proprietary, innovative, and/or alternative technical approaches, if they will provide technical, schedule, or cost advantages to the map display operation while meeting or exceeding all requirements. Respondents should be able to cite the applicability of alternative approaches and procedures to achieve the implementation objectives, and the projected advantages to be gained through their use.

B. OVERVIEW OF RFP STRUCTURE

The objective of this RFP is to provide sufficient information for qualified Respondents to submit written proposals. The RFP is not a contractual offer or commitment to purchase services. Proposals that do not conform to the procedures, format, or content requirements outlined in this RFP will not be considered responsive to this request. E9-1-1 reserves the right reject any and all bids, and the discretion to select the successful bidder.

The RFP contains four sections:

Section I details the Enhanced 9-1-1 System background and time frame.

Section II describes administrative requirements and procedures to be followed in submitting a proposal.

Section III describes the map display technical and maintenance requirements.

Section IV details PSAP Configuration.

Attachments include cost proposal price summary worksheets, a statement of General Terms and Conditions, and format of E9-1-1 GIS data.

C. ENHANCED 9-1-1 SYSTEM HISTORY

In 1994, the Vermont General Assembly established a statewide Enhanced 9-1-1 program and created the Vermont Enhanced 9-1-1 Board (E9-1-1) as the oversight and policy-making authority. E9-1-1 was charged with designing, building, implementing and

operating a statewide Enhanced 9-1-1 System. The system became operational on 17 November 1998.

The Vermont Enhanced 9-1-1 System currently consists of seven two-position PSAPs and one eight-position PSAP. One four-position PSAP and one five-position PSAP will be added to the existing configuration in the autumn of 2001. The system also includes 32 Limited Secondary PSAPs, which are facilities equipped with an ISDN line and an Okidata printer.

E9-1-1 developed its own E9-1-1 GIS database to assist municipalities with the development of locatable addresses, a requirement for a reliable E9-1-1 system, and for a future map display for Wireless Phase I and II Enhanced 9-1-1. The GIS data are also used to validate the E9-1-1 System Provider's Automatic Location Identification Database Management System (ALI/DBMS). The Vermont Enhanced 9-1-1 geographic information system database (GIS) was built from both newly collected data and updates of existing data.

D. ANTICIPATED TIMEFRAME

The contract term will be for two-years commencing with approval by the Vermont Agency of Administration and Attorney General. Please make note of the following dates:

20 September 2001 RFP released

27 September 2001 Mandatory pre-bid conference

27 September 2001 PSAP visits by contractors intending to submit¹

2 October 2001 Letters of intent to bid due 8 October 2001 Last day for questions 19 October 2001 Proposals due 4:00 PM EST

22 October 2001 Bid opening

14-16 November 2001 Interviews/contractor presentations
 19 November 2001 Evaluation panel recommendation due
 21 November 2001 Top-ranked contractor selected and notified

21 December 2001 Estimated date of contract approval

26 December 2001 – 31 January 2002 Map display implementation

SECTION II – PROPOSAL SUBMISSION PROCEDURES & REQUIREMENTS

A. PROPOSAL SUBMISSION

An original and six (6) copies of your technical proposal, an original and six (6) copies of your cost proposal, and a complete copy of the response on a PC-Based diskette must be

^{1.} Site visits may be scheduled for the PSAP locations based on mutually agreed upon dates subject to confirmation by the PSAP site administrator, the E9-1-1 Database Administrator and the Respondent.

received no later than **4:00 PM (EST), 19 October 2001** at E9-1-1. Responses should be addressed as follows (mail or express delivery):

Ms. Evelyn Bailey, Executive Director Vermont Enhanced 9-1-1 Board 94 State Street, Drawer 20 Montpelier, VT 05620-6501

Proposals may be mailed or hand delivered; proposals transmitted by FAX machine or other electronic means will not be accepted. If the proposal is sent by mail to E9-1-1, the applicant will be responsible for actual delivery to the proper office before the deadline. Any proposals received after the deadline will be returned unopened. Each Respondent will be notified in writing as to acceptance or rejection of his/her bid.

All bid materials submitted will become the property of E9-1-1, which reserves the right in its sole discretion to use without limitation any and all information, concepts, and data contained therein. The content of all proposals will be held confidential until an award is made.

B. PACKAGING

The bids will remain sealed until the bid opening. During the bid opening the proposals will be opened to determine whether a cost and technical proposal have been received with the required copies. The bid opening will be held at the E9-1-1 Office on 22 October 2001 at 9:00 a.m.

Each quotation must be sealed to provide confidentiality of the information before the submission date and time. Technical and cost proposals shall be separately bound and sealed. The complete proposal shall be submitted in a sealed envelope or box. The following information must be provided in the preprinted areas on the envelope or box:

- a) Respondent name, address, and contact name
- b) Whether or not a proposal is enclosed

E9-1-1 will not be responsible for premature opening of proposals not properly labeled.

Proposals and presentations should be prepared simply and economically, and give a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, etc., are not necessary. Emphasis should be placed on completeness and clarity of content.

C. LETTERS OF INTENT TO BID

Letters of intent to bid are due on 2 October 2001 at 4:00 PM EST. Letters can be mailed or faxed. Mailed letters should be addressed to:

Evelyn Bailey, Executive Director

Enhanced 9-1-1 Board 94 State Street, Drawer 20, Montpelier, VT 05620-6501

Faxed letters should be sent to Evelyn Bailey at (802) 828-4109. Letters of intent that are faxed must have a return fax number included in the letter.

D. MANDATORY PRE-BID CONFERENCE

There will be a mandatory pre-bid conference on 27 September 2001 from 10 AM - 12 PM EST, in Conference Room #10, at the Vermont Statehouse in Montpelier, Vermont. The pre-bid conference will give bidders an opportunity to ask technical and process related questions regarding the RFP.

E. REQUESTS FOR FURTHER INFORMATION OR CLARIFICATION

Respondents must clearly identify any assumptions made in formulating the proposals. E9-1-1 reserves the right to respond to or discuss assumptions made by any Respondent after all proposals have been reviewed.

Any Respondent requiring clarification of any section of this proposal must submit specific questions in writing no later than 8 October 2001. At the close of the question period, a copy of all questions and E9-1-1's responses will be sent via e-mail or fax to all Respondents that have sent E9-1-1 an intent to bid letter. Every effort will be made to have these available immediately following the question period, contingent on the number and complexity of the questions.

Questions concerning this request for proposal (RFP) or E9-1-1 policy and procedures shall be directed in writing to:

NAME: Ms. Evelyn Bailey

Executive Director

Vermont Enhanced 9-1-1 Board

ADDRESS: 94 State Street, Drawer 20

Montpelier, VT 05620-6501

FAX #: 802.828.4109

E-MAIL bailey@e911.psd.state.vt.us

Questions concerning E9-1-1 GIS Data, map display specifications, hardware specifications and all other aspects of this RFP shall be directed in writing to:

NAME: Erica Aubut

9-1-1 Database Administrator

Vermont Enhanced 9-1-1 Board

ADDRESS: 94 State Street, Drawer 20

Montpelier, VT 05620-6501

FAX #: 802-828-4109

E-MAIL aubut@e911.psd.state.vt.us

F. DULY AUTHORIZED SIGNATURE

The quotation must contain as the first element of the proposal, a cover letter with the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind the Respondent. The name, address, telephone and fax information of the Respondent's designated contact person must also be included. The Respondent shall be fully responsible for all quotation development and submission costs. E9-1-1 assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a quotation by a Respondent, the evaluation of an accepted quotation, or the selection of finalists.

The Respondent's duly authorized officer or agent shall certify in the proposal's cover letter:

- 1. that his/her quotation is genuine, is not made in the interest of, or on behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with and agreement of rules of any group, association, organization, or corporation;
- 2. that (s)he has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid;
- 3. that (s)he has not solicited or induced any other person, firm, or corporation to refrain from proposing; and
- 4. that (s)he has not sought by collusion to obtain for himself/herself any advantage over any other Respondent, E9-1-1, or the State of Vermont.

Proposals shall be binding upon the Respondent for six months following the quotation due date. A Respondent may withdraw or modify his/her quotation any time before the due date by a written request, signed in the same manner and by the same person who signed the quotation.

G. RESPONDENT QUALIFICATIONS

Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the ones required. Each Respondent may also be required to show that (s)he has satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No quotation will be accepted from a Respondent who is engaged in any work that would impair his/her ability to perform or finance this work.

No quotation will be accepted from, nor will be a contract awarded to, any Respondent who is in arrears to the State of Vermont, upon any debt or contract, who is in default, as surety or otherwise, upon any obligation to the State, or who is deemed to be irresponsible or unreliable by E9-1-1.

H. PRICE PROPOSALS

Prices quoted for products and services to be provided will be considered firm. In case of error in the extension of prices in the quotation, the unit prices shall govern.

I. RIGHTS RESERVED TO E9-1-1

E9-1-1 reserves the right to:

- 1. Amend the RFP as necessary and provide revisions to all prospective bidders.
- 2. Waive or modify minor irregularities in proposals received, after prior notification to the bidder.
- 3. Reject any proposal that is incomplete, does not demonstrate the bidder's ability to provide the required services, or that is not responsive to this RFP.
- 4. Accept the proposal that is, in the sole judgment of E9-1-1, most advantageous to E9-1-1, even though it may not be the lowest priced proposal.
- 5. Negotiate with any Respondent after proposals are opened, if such action is deemed in the best interest of E9-1-1.
- 6. Negotiate a contract with another qualified bidder in the event that a contract is not successfully and expeditiously executed by the bidder initially selected for contract award.
- 7. Reject any or all proposals received in response to this RFP.

J. TERMS AND CONDITIONS FOR PROPOSALS

The General Terms and Conditions described in **Attachment B** shall govern the preparation and submission of proposals.

- 1. Definitions -- Please note the following definitions of terms used herein:
 - a. "Request for Proposal" (RFP) means a solicitation of a formal proposal.
 - b. "Respondent" means the person, firm, or corporation that submits a formal quotation and which may or may not be successful in being awarded this procurement
 - c. "Contractor" means the person, firm or corporation chosen to perform the duties described in this RFP.
 - d. "E9-1-1" means the Vermont Enhanced 9-1-1 Board.
 - e. "MSAG" means the Master Street Address Guide.
 - f. "ALI" means Automatic Location Identification, the system capability to identify automatically the geographical location of the telephone being used by the caller.

- g. "System Provider" means any entity that provides the entire statewide enhanced 9-1-1 system (a general contractor) and is the single point of contact on an ongoing basis for any matters relating to the system.
- h. "GIS" means Geographic Information System.
- i. "GPS" means Global Positioning System.
- j. "PSAP" means Public Safety Answering Point.
- k. "RF" means Radio Frequency

2. Incurred Costs

E9-1-1 is not liable for any costs incurred by bidders in preparing their proposals, or any costs of Respondents' participation in any pre-contract award activity.

3. Acceptance of Conditions

Submission of a proposal indicates full acceptance by the Respondent of the terms and conditions contained in the RFP and its attachments, unless clearly and specifically noted in the proposal.

4. Disclosure of Proposal Contents

- a. State policy includes the following provisions:
 - (1) E9-1-1 is a governmental agency and has a statutory duty to keep the public informed. This duty includes holding public hearings and providing ample opportunities for public input on its actions and decision. E9-1-1 also must conduct its operations using sound business practices. E9-1-1 recognizes that disclosure of certain information about a company seeking to contract with E9-1-1 might place that company at a competitive disadvantage in other procurement actions. It is the policy of E9-1-1 to conduct its procurement activities according to the provisions of state law on Access to Public Records, 1 VSA §315 et seguitur. Information will be withheld from public disclosure because it is procurement sensitive only if it falls within the listed exceptions from disclosure in state law, 1 VSA §317. A bidder seeking to have information in a proposal withheld from public access must specifically identify such information. The Executive Director will determine whether to approve the request. A bidder who is not satisfied with the Executive Director's decision may withdraw the information involved, or its proposal from consideration. Information on specific proposed contractors or their proposal ratings resulting from a bid evaluation process will be treated as procurement sensitive. The Executive Director may provide information about a bidder's own evaluation on a proposal.
 - (2) E9-1-1's decisions on withholding information from public disclosure are subject to potential review by E9-1-1 Counsel, the Attorney General, and the courts. E9-1-1 assumes no liability for the disclosure of any information that it is advised to disclose by E9-1-1 Counsel, the Attorney General, or the courts.

- b. The fiscal information included in the Cost Proposal will be held in confidence to the extent allowed by law and will not be disclosed to or discussed with competitors.
- c. Technical proposals will be subject to public examination, except for clearly labeled proprietary information.
- d. Proposals may be reviewed by persons who are not employees of E9-1-1 as part of E9-1-1's evaluation process. Any such individuals will be informed of E9-1-1's policies related to proprietary information.

5. Prime Contractor Responsibility

Respondents have the option of subcontracting parts of the services they propose. If any part of the work is to be subcontracted, the Respondent shall describe in the quotation the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by E9-1-1. The selected Respondent will also furnish the corporate or company name and the names of officers or principals of said companies or organizations proposed as subcontractors. E9-1-1 will consider the prime Contractor to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements.

The winning Respondent shall cause appropriate provisions of its quotation to be inserted in all ensuing subcontracts to insure fulfillment of all contractual provisions by subcontractors.

6. Taxes Not Applicable

E9-1-1, as a governmental unit, is exempt from any and all taxes. A tax-exempt certificate will be supplied to the successful Respondent upon request.

7. Non-Vermont Corporations

If a contract is awarded to a non-Vermont organization, such corporation shall obtain authorization to do business in the State of Vermont. The laws of the State of Vermont shall govern the contract executed between the successful bidder and the State (as E9-1-1 is referred to in the Contract) and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be Washington County, State of Vermont, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Washington County, State of Vermont.

8. Equal Opportunity

All contracts awarded by E9-1-1 are subject to the following provisions:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, or age. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, sex, religion, sexual orientation, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; requirement of advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the federal government setting forth the requirements of these nondiscrimination provisions.
- b. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, sexual orientation, national origin or age.

9. Notification of Award

After negotiation of a contract with the successful Respondent(s), all Respondents will be notified in writing of E9-1-1's decision. The names of the selected Respondent(s) will be made available to the public. No press releases pertaining to the map display award or implementation shall be issued without prior written approval by E9-1-1.

10. Complete Services/Products

The winning Respondent shall be required to (a) furnish all tools, equipment, supplies, supervision, transportation, training, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) execute and complete all specified work with due diligence, in accordance with good technical practice and the requirements, stipulations, provisions, and conditions of this RFP and the resultant contract

11. Invoicing and Payment Schedule

Products deliverable under the contract shall be submitted according to a schedule to be agreed upon with E9-1-1. Upon acceptance of each product by E9-1-1, the Contractor shall submit itemized invoices for payments in accordance with a schedule to be negotiated. E9-1-1 will remit within thirty (30) days of invoice date. Invoices shall be prepared and submitted to:

Ms. Evelyn Bailey, Executive Director Vermont Enhanced 9-1-1 Board 94 State Street, Drawer 20 Montpelier, VT 05620-6501

K. SELECTION PROCESS

Respondents are encouraged to propose innovative and/or proprietary technical approaches, if they will provide technical, schedule, or cost advantages to the map display implementation while meeting or exceeding all requirements. In addition, respondents should feel free to propose technical alternatives in addressing one or more aspects of the map display. Respondents should cite the applicability of innovative or alternative approaches and procedures to achievement of implementation objectives, and the projected advantages to be gained through their use.

In order to ensure that all quotations are comparable and any alternatives proposed can be evaluated against a relevant background, each Respondent must give a full response to this RFP as written. Full or partial alternatives may be proposed only after this basic requirement has been met.

Alternative quotations shall be submitted in the same format as the primary quotation. Where the alternative quotations would merely duplicate the primary quotation, citation of the relevant primary quotation section by number will suffice.

All quotation materials submitted will automatically become the property of E9-1-1 which reserves the right in its sole discretion to use without limitation any and all information, concepts, and data contained therein.

All proposals will be evaluated by a review committee of qualified representatives of E9-1-1, state and local government, and other organizations. Technical proposals will be evaluated using the following criteria:

- 1. Understanding of the proposed implementation, as evidenced by:
 - a. Appropriateness of organization and key staff.
 - b. Adherence to terms and conditions.
 - c. Adherence to proposal format requested.
- 2. Quality of technical approach, as evidenced by understanding of technical issues.
- 3. Relevant experience of Respondent organization and staff in map display implementations of similar nature, complexity and schedule.
- 4. Willingness and ability to work with Vermont's PSAPs, as evidenced by creativity and flexibility of approach to PSAP and E9-1-1 staff coordination.
- 5. Technical capacity to meet specifications and schedule.

- 6. Ability of the Respondent organization to provide assurances and to demonstrate that the deliverables provided will be of the highest possible quality.
- 7. Willingness and ability to work with E9-1-1's System Provider.

Proposals judged to be responsive to the RFP on an initial reading will be evaluated in detail. Quality of response to each RFP point will be rated, then the proposals will be ranked based on the ratings of each. The proposal review committee will provide comparative rankings and/or recommendations to E9-1-1, which retains sole authority to proceed with Contractor selection.

Cost proposals for those technical proposals found acceptable will be evaluated. Both task level and composite costs will be considered in light of the quality of services offered. Proposals will then be ranked again, and E9-1-1 may interview the top-ranked firms.

E9-1-1 will then endeavor to negotiate a contract with the successful Respondent. If a mutually agreeable contract cannot be negotiated with the selected Respondent, E9-1-1 will then enter into contract negotiations with the next highest rated firm, and so on, until a mutually agreeable contract can be negotiated.

Respondents may contact only the persons specifically designated for information about the status of this procurement. Disregard of this directive may disqualify the quotation involved.

L. PROPOSAL FORMAT AND CONTENT

To speed and simplify evaluation and to assure that each proposal receives the same orderly review, all proposals shall follow the format described in this section. Proposals shall contain all elements of information requested, without exception. Proposal sections and pages shall be appropriately numbered for easy reference. To make your responses as efficient as possible you may provide information in one section and -- in later sections -- make a specific reference to the earlier material, rather than re-stating it.

Proposals shall include and be organized into the following sections (detailed below):

- 1. Cover letter with signature
- 2. Introduction and Executive Summary
- 3. Response to Commercial Ouestions
- 4. Response to Technical Questions & Issues
- 5. Relevant Experience of Respondent
- 6. Cost Quotation (to be separately bound/labeled)

M. DETAILED REQUIREMENTS

There will be no acceptable excuse for failure to be familiar with the contents of this RFP and to respond fully to all its requirements. Failure to do so may be interpreted as an

inability to meet requirements and could result in elimination from further consideration. Any Respondent exclusions and areas of non-compliance to this RFP shall be clearly identified and specified. Exclusions and areas of non-compliance must be addressed in tabular form with explanations for each.

- 1. Cover Letter with signature of duly authorized officer (see section II.E.) -- Provide the following information for your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontractor.
 - a. Firm name and business address, including telephone, fax number, and e-mail address.
 - b. Year established (include former firm names and year established, if applicable).
 - c. Type of ownership and parent company, if any.
 - d. Indication of whether the firm is licensed to do business in the State of Vermont.
 - e. Project manager's name (and address/phone if different from Item 1).
- 2. Introduction and Executive Summary -- In the executive summary, highlight the major facts or features of the proposal including any conclusions, assumptions, and recommendations you desire to make. The executive summary should be designed specifically for review by individuals who may not possess a technical background. It should be brief, no more than one (1) page.
- 3. Commercial Questions -- In your response to each question, please cite the question before each answer. Refer to this section and to *Attachment A: General Terms and Conditions*, respectively. Answers shall be direct and specific.
 - a. What exceptions are taken to the General Terms and Conditions contained in *Attachment A*? If exceptions are taken, cite the Term or General Condition involved, the exception taken, and alternate language.
 - b. Are all costs quoted on a firm, fixed price basis and in accordance with the required price quotation structure?
 - c. Who will serve as the Contractor's authorized negotiator? Give name, title, address, and telephone number of the Respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the Respondent firm and its subcontractors, if any.
 - d. What is the current financial status and condition of the Respondent? This query will be best satisfied by submission of the Respondent's latest annual financial statement or equivalent
- 4. Technical Questions & Issues -- In responding, cite the question before each answer. Full, direct, and substantive answers are required. Non-specific answers will be considered unresponsive.
 - a. Provide an overview of the mapped ALI implementation plan as related to the requirements stated in this RFP. Note specifically any operations included or excluded that may differentiate your technical procedure from others. If use of

- subcontractors is proposed, address specifically how coordination will be maintained. This overview should not exceed three (3) pages, and should help the proposal review committee understand the key aspects of this proposal that distinguishes it from others offered.
- b. What are the technical concerns that influence the proposed approach to this mapped ALI implementation? Describe any technical concerns or difficulties which are anticipated and your approach to resolving them.
- c. What implementation staff is proposed, and how will it be organized? Describe staff by titles, technical discipline, and numbers. Discuss how the team will be organized, and outline management relationships. Specifically address management responsibilities for subcontracted work. Identify all individuals who will take key management, supervisory, or other professional-level technical roles. Cite the responsibilities projected for each. Cite employment status (full-time, part-time, consultant, subcontractor), availability, hours and percent time expected on the map display implementation, and schedule of involvement in the implementation. Submit resumes of all key managerial and technical staff members
- d. What is the potential impact to your current workload on the proposed mapped ALI implementation? Cite specifically all major commitments of equipment and staff relevant to this RFP projected for the period covered by the proposed implementation schedule. Discuss in practical terms, the impact of such commitments on your ability to complete the map display implementation as proposed and scheduled.
- e. This RFP specifies features required for the mapped ALI display. What exceptions are taken to the specified features required for the mapped ALI display. The response shall include enumeration of exceptions to the feature list referenced by item number (refer to section III D Software Features). All variances between the features and the proposed product shall be noted.
- f. Describe and explain any additional features that you would propose on the mapped ALI display.
- g. E9-1-1 uses a GIS data maintenance software package, which exports Enhanced 9-1-1 GIS data layers in shape (.shp) and database file (dbf) formats. The applicant should outline the process by which the mapped ALI display software will accept updates to the Enhanced 9-1-1 GIS data layers.
- h. Indicate how the proposed Mapped ALI display accepts ANI/ALI information for wireless and wired 9-1-1 calls?
- i. Describe any specific data layer(s) that you propose be developed for use with the Mapped ALI display, and explain why they are appropriate for this Mapped ALI display. Discuss how these layer(s) have worked for other E9-1-1 implementation

projects in your experience. Please comment on any exceptions or modifications you believe would be helpful. *Refer to Attachment C: Enhanced 9-1-1 GIS Data Format.*

5. Relevant Experience

List and summarize specific implementation projects in which members of the proposed implementation team have taken part. Explain their relevance in terms of technical scope, tasks involved, etc. Customer references must be provided with the implementation summaries. Include name, address, phone number, and e-mail address if available.

6. Cost Quotation

- a. Itemize all labor rates and fees, and explain in detail any overhead or other cost included in the quoted hourly rate for each classification or individual that will work on the map display implementation. Itemize any expenses to be billed, such as travel and living expenses or any proposed per diem allowance, such that there are no exceptions.
- b. Quote firm fixed prices for the proposed map display requirements according to required format and proposed cost element items listed in Section III. Proposals shall be valid for a period of six months from the date of submission. (Labor rate proposals shall be valid for a period of six months from date of submission).
- c. Discuss your approach to determining costs relative to specifications.

SECTION III – MAP DISPLAY REQUIREMENTS

A. OVERVIEW

The Vermont E9-1-1 is seeking a contractor that can provide a map display software product that will interface with Intrado's Palladium© Call Handling and directly link with incoming Enhanced 9-1-1 ALI data. The system that runs the map display product needs to be capable of accommodating additional changes in PSAP configuration. The map display product needs to be capable of displaying simultaneously with Enhanced 9-1-1 ALI Data. It also needs to be capable of using E9-1-1's existing GIS data in the format in which it exists (.shp & dbf) *Refer to Attachment C: Enhanced 9-1-1 GIS Data Format*. E9-1-1's Mapping and GIS specialist maintains Enhanced 9-1-1 GIS data.

E9-1-1 is in the process of obtaining cell/tower sector information from the wireless carriers that presently serve Vermont. With that information, a cell/tower sector GIS coverage will be developed. In addition to the basic features, the map display needs to be capable of displaying elements to accommodate Wireless Phase I and Phase II call handling.

B. SOFTWARE FEATURES

The map display should include the following features:

- 1. Automatically "zoom" to the location of incoming call in less than two (2) seconds with appropriate symbols and text. It should display a detailed map section of the call using an ALI address, cell sector or by Latitude/Longitude coordinate.
 - a. For a wired call, the map display should ascertain the location of the call from the GIS point data, from address geo-coding if the point data is unavailable for that site, or simply from the road name if geo-coding does not contain an appropriate address range
 - b. For a wireless Phase I call, the map display should detail the RF coverage area of the cell-face that received the call.
 - c. For a wireless Phase II call, the map display should center on the received latitude/longitude coordinate, but should also display the RF coverage area of the cell-face that received the call.

2 Minimum set of themes should include:

- a. Sites symbolized by type of structure;
- b. Road centerlines with road names and symbolized by type;
- c. Hydrants, utilities, public phones, municipal names, village names, landmarks, interstate exit points, and interstate mile markers;
- d. Surface waters.
- e. Must allow setup of the symbology of any layer directly from any attribute within the layer without re-processing the GIS source data.
- 3. Minimum set of mapping tools should include:
 - a. Selection tools by rectangle, circle, line, or polygon; Features should be displayed in a user-friendly manner
 - b. Zoom, pan
 - c. Feature identification
 - d. Distance measurement
 - e. Latitude/longitude identification in decimal degrees, degrees minutes and seconds, and degrees with decimal minutes.
 - f. ESN identification with associated emergency service providers
 - g. Back and forward tool to allow for previous call review
- 4. The map display should have the capability of showing:
 - a. Parcel boundaries, and if linked to the town grand list be capable of displaying the tabular information from the grand list by clicking on the appropriate parcel;

- b. Display floor plans, photograph, etc. by clicking on site and selecting desired feature. This may be activated automatically as a program option. The view must allow panning and zooming within the image;
- c. Display hazardous materials;
- d. Any appropriately registered GIS layer available in the VGIS (e.g. land cover, contours, etc.);
- e. Any locally developed GIS data layers;
- f. Digital Orthophotos;
- g. Site photographs.
- 5. The map display must project any source data into any display projection.
- 6. The map display must provide text labeling that is easy to read, and the drawing order may be set. Text from any attribute field should be selectable for display.
- 7. The maps display must allow the creation of frequently used map windows for display of pre-selected map areas.
- 8. The map display should be capable of automatically and quickly searching all available databases for matching entries two (2) seconds after entry of landmark, intersection, cell sector, address, place name, or latitude/longitude coordinate.
- 9. Determine ESN of any clicked point or a phase II latitude/longitude coordinate. It should also be capable of listing all actual addresses and emergency service providers within any distance of a clicked point or phase II latitude/longitude coordinate.
- 10. Determine ESN(s) of any cell sector and list all actual addresses and emergency service providers within cell sector.
- 11. Risk management option (e.g. mapping of toxic plume from a toxic release) and a listing of addresses located within the circumference of the circle, box or polygon. Include an option to find all ALI records that match the site address or have an address within the address range of the selected road segments.
- 12. Discrepancy tracking function to facilitate the logging and correcting of ALI discrepancies and Records Not Found. Entry form must auto-fill with ALI data. Discrepancies must log to a central server for clearing by a supervisor. The ability to fax and email discrepancies directly to the System Provider must be included.
- 13. The map display must provide for each workstation to log GIS discrepancies and prepare a file for transmittal to the GIS department for review;
- 14. The map display must log the actual location from where a caller is located when making a wireless call for subsequent comparison with the phase II wireless coordinate transmitted.

- 15. Must provide a map message area where an administrator can display a general message to all call-takers.
- 16. Function that allows for the printing, or faxing of a map to another agency or Limited Secondary PSAP printer.
- 17. The map display should be capable of redrawing a map display of previous calls for the workstation and any other call in the system.
- 18. Display a map of events occurring at the PSAP, including all active calls.
- 19. Must automatically distribute GIS updates to all workstations in all PSAPs without significant administrative intervention.
- 20. Configuration of the operating systems network elements in accordance to E9-1-1's specifications (see Minimum Hardware Specifications Item C)

C. HARDWARE, SOFTWARE AND NETWORK REQUIREMENTS

- 1. The contractor shall propose two hardware options to accommodate the operation of the Map Display Software:
 - a. Hardware configuration if the equipment is provided by the contractor. The contractor's cost proposal shall include pricing and summarized information in the requested format as shown in *Attachment A Pricing Worksheet for the Mapped ALI display Software and Equipment*. The cost proposal shall include a detailed list of all required equipment, software, features and spares included in the price for each PSAP configuration. The equipment list shall indicate, on a per configuration basis, the individual item name, item part number, the quantity required, and pricing. All items shall be identified and priced separately.
 - b. Hardware requirements if E9-1-1 opts to purchase the equipment under State Contract. The contractor shall list and describe in detail all recommended hardware requirements to run the Mapped ALI display for each PSAP configuration.
- 2. At a minimum, the contractor shall meet the following hardware, software and network specifications:
 - a. Hardware
 - i. IBM compatible PC
 - ii. 256 MB's of RAM
 - iii. 10 GB's of available hard drive.
 - iv. 8 MB or better of video RAM
 - v. 17" VGA or better monitor

- vi. CD-ROM Drive
- vii. 3.5 floppy drive
- viii. Mini tower case
- b. Software In addition to the software necessary to support the mapping product, Windows 2000 (with latest service pack release) should be installed. It should be capable of custom configurations to authenticate on a domain server located in each PSAP.
- c. Network NIC card capable of supporting a sustained data rate of 100 MbPS (100 Base T). Support of TCP/IP and programmable/flexible IP address numbering support for both the subnet and the actual IP numbering ranges.
- 3. The contractor shall provide a detailed list of any additional/optional items above and beyond the requirements set forth in this section (B. SOFTWARE FEATURES and C. HARDWARE, SOFTWARE AND NETWORK REQUIREMENTS). The cost proposal shall include pricing and summarized information in the requested format as shown in Attachment A Pricing Worksheet for Additional/Optional Items and/or Costs. All additional/optional items shall be separately identified and priced for each PSAP configuration. Contractor shall also detail any additional costs that would be incurred by E9-1-1 not otherwise addressed or quantified in this RFP.
- 4. The contractor in its cost proposal shall include pricing for moving PSAPs from one location to another. Contractor shall detail costs for each PSAP configuration.

D. TECHNICAL SUPPORT & MAINTENANCE

The contractor shall provide technical support and maintenance in accordance with the following guidelines:

- 1. The contractor shall establish and maintain emergency maintenance coverage on a 24 hours, 7 days a week, 365 days a year basis. Access to this service shall be provided via a uniform statewide toll free number with sufficient lines and operator staffing to provide adequate service response.
 - To provide emergency maintenance coverage outside of normal business hours, the contractor may forward the statewide toll free access number to a centralized location staffed with personnel trained to provide the same level of maintenance and support.
- 2. The concept is to provide a single point of contact for the management of service and maintenance requests for the mapped ALI display.
- 3. The contractor shall develop a procedure for PSAPs to report mapped ALI display failures. All reported mapped ALI display troubles or failures shall be received and prioritized to provide the highest level of repair or restoration available. Upon notification to the contractor of any equipment failure, it shall initiate repair service

within four hours. In emergencies, where the equipment failure interferes with the receipt and processing of 9-1-1 calls, repair service shall commence within two hours. If adequate equipment spares exist that when used will remedy the problem, these time periods may be extended but shall not exceed 24 hours.

- 4. The contractor shall produce quarterly reports for E9-1-1 to document the efficacy and timeliness of mapped ALI display maintenance, monitoring activities, and repair call responses provided.
- 5. The contractor shall ensure that all personnel including repair service assistants who have the responsibility for the resolution of any mapped ALI display trouble/problem shall have adequate knowledge and training to meet the Mapped ALI display service objectives.
- 6. Contractor supervisors shall ensure that all company employees whose normal duties may include contact with 9-1-1 facilities are familiar with procedures designed to safeguard those facilities.
- 7. The contractor shall be responsible for providing software maintenance and support to E9-1-1. Software maintenance will include any software updates or fixes, patches and updates of the map display software that includes feature enhancements. Maintenance will also include technical support on how to upload updates of GIS data.

The Technical Support Services and costs quoted by the Contractor for these services should specify any exclusions, such as:

- 1. Maintenance of the map display software if it is modified by E9-1-1;
- 2. Modification or replacement of the map display software, repair of damage, or increase in service time caused by use of the map display software for other than the purpose for which it is licensed, or not in accordance with the guidelines established by the Contractor;
- 3. Any additional charges for services rendered when the PSAP misuse has caused the problem.

E. TRAINING

The contractor shall include in its proposal a training curriculum for call-takers, administrators and E9-1-1 training instructors. The training curriculum shall include instruction on map reading skills and all map display features.

Training materials for call-takers, administrators and training instructors shall be approved by E9-1-1 prior to the delivery of any training. Contractor shall provide adequate training materials for all certified call-takers, administrators, and E9-1-1 training instructors at the time of implementation. Training materials shall become the property of E9-1-1.

Training schedule shall be approved by E9-1-1 in conjunction with the PSAPs. E9-1-1 will determine the location of initial training sites. No more than two persons at one time shall be trained on a workstation.

The contractor shall propose two training options in accordance with the following specifications:

- 1. Provide qualified trainers to deliver multiple training programs concurrently. Training may take place at each of the PSAP locations;
 - a. The contractor shall provide one-time training for the map display product with curricula designed to meet the needs of users, and administrators of the premise software.
 - b. Training must be delivered just prior to the time of implementation. Administrator training must be deliverable at the time of implementation, although the actual delivery of administrator training shall be at the convenience of E9-1-1.
 - c. The contractor shall develop an exam that will be taken by call-takers and administrators. The contractor shall also provide E9-1-1 with the answer matrix.
 - d. Total number of call-takers shall not exceed 200 and total number of administrators shall not exceed 25.
- 2. Provide one-day training for the E9-1-1 training instructors.
 - a. The contractor shall provide training for the map display product with curricula designed for E9-1-1 training instructors to become fully capable of training the PSAP administrators and call takers.
 - b. Training must be delivered just prior to the time of implementation.
 - c. Total number of training instructors shall not exceed three.

F. LICENSE & DOCUMENTATION

The contractor shall provide map display software licenses including documentation (user guides, administrator guides, and other materials needed to assist the PSAPs in using the software) for all PSAP Positions.

G. IMPLEMENTATION TIMELINE

The contractor shall develop a timeline that incorporates installation, testing at all PSAP locations and initial training of all call-takers with an implementation date no later than 31 January 2002. The final contract shall contain provisions for liquidated damages if this timeline is not met. Liquidated damages shall equal 5% on total contract cost if complete, working product is not delivered within 30 days, 10% on total contract cost if not delivered in 60 days, 15% on total contract cost if not delivered in 90 days, 20% on

total contract cost if not delivered in 120 days. The contractor shall coordinate all aspects of the map display implementation as directed by the Executive Director.

SECTION IV – PSAP CONFIGURATIONS

OVERVIEW

A complete set of GIS data shall reside at each of the PSAPs. The following is the PSAP configuration in Vermont

- 1. Two-Position PSAP Locations
 - a. Lamoille County Sheriff's Office
 - b. Springfield Police Department
 - c. Hartford Police Department
 - d. Shelburne Police Department
 - e. St. Albans Police Department
 - f. Montpelier Police Department
 - g. E9-1-1 Office (for training purposes)
- 2. Eight-Position PSAP Location
 - a. Williston State Police Barracks
- 3. Four-Position PSAP Location
 - a. Rockingham State Police Barracks
- 4. Five-Position PSAP Location
 - a. Rutland State Police Barracks

ATTACHMENT A

PRICING WORKSHEET FOR THE MAPPED ALI DISPLAY EQUIPMENT & SOFTWARE

Please provide a pricing summary for all equipment, software, installation and maintenance required for the Mapped ALI display as requested in Section III C, 2a. Provide a pricing summary for each PSAP location.

PRIMARY PSAP LO	CATION			
Item Name/Description	Part Number	Quantity	One-Time Charge	Monthly Recurring Charge
Software				
Software Maintenan	ce & Support			
Total Software				
Hardware				·
Hardware Maintenai	nce & Support			
Total Hardware				
Training	Call Takers			
	Administrators			-
	E911 Trainers			
Total Training				
Installation & Projec	et Mgmt			
GRAND TOTAL				

ATTACHMENT A

PRICING WORKSHEET FOR ADDITIONAL/OPTIONAL ITEMS/AND OR COSTS

Please provide a detailed list of any additional/optional items above and beyond the requirements set forth in section III B. SOFTWARE FEATURES and C. HARDWARE, SOFTWARE AND NETWORK REQUIREMENTS. Provide a pricing summary for each PSAP location.

PRIMARY PSAP LOCATION				
Item Name/Description	Part Number	Quantity	One-Time Charge	Monthly Recurring Charge
				-
				_
	-	·		_
				-
Total Software				_
Software Maintenan	ce & Support			
Total Hardware				
Hardware Maintenar	nce			
Sub-Total Software/	'Hardware			
Sub-Total Software Support/Hardware M				
Installation & Project	ct Mgmt			
TOTAL				

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

- 1. Scope: It is understood and agreed that the Contractor's Proposal, Information Sheets, Contract Agreement, General Conditions, Specifications of Work to Be Performed, Addenda thereto and any duly authorized Contract Amendment(s), together with any and all supplementary materials furnished by the State as and when required to make clear and to define in greater detail, the intent of the Contract specifications, drawings, specifications and data to be furnished by the Contractor (when and as approved by the State), are each and all included in the Contract, and the work shall be done in full compliance and accord therewith. These documents in their entirety shall comprise the Contract Documents.
- **2. Entire Agreement:** This grant agreement represents the entire agreement between the parties on this matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Applicable Law: This Contract will be governed by the laws of the State of Vermont.
- **4. Appropriations:** If this Contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriations authority.
- 5. No employee Benefits for Contractor: The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers' compensation or other benefits or services available to State employees, nor will the State withhold any federal or state taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend and save harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
- 7. **Insurance**: Before commencing work on this contract, the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.
- a. Workers Compensation: With respect to all operations performed, the contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont;
- b. General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including but not limited to:
 - 1. Premises-Operation
 - 2. Independent Contractor's Protective
 - 3. Products and completed Operations
 - 4. Personal Injury Liability
 - 5. Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence \$1,000,000 General Aggregate \$1,000,000 Products/completed products aggregate \$50,000 Fire Legal Liability <u>Automotive Liability:</u> The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be lest han: \$1,000,000 combined single limit. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the State.

- **8.** Reliance by the State on Written Material: All payments by the State under this Contract will be made in reliance upon the accuracy of all prior written representations by the Contractor, including bills, invoices, progress reports and other proofs of work.
- **9. Records Available for Audit:** The Contractor will maintain all books, documents, payroll, papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of this Contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Contract.
- 10. Fair Employment Practices and Americans with Disabilities Act: Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
- 11. Set-off: The State may set off any liquidated sums which the Contractor owes the State against any sums due the Contractor under this Contract, provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

12. Taxes Due the State:

- a) Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding of employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the state.
- b) Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c) Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d) Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.
- **13.** Child Support Payments: (Applicable if the Contractor is a natural person, not a corporation or partnership). The Contractor states that, as of the date of this Contract is signed, he/she
 - a. is not under an obligation to pay child support;
 - b. or is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any children and all children residing in Vermont. Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States

- **14. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above
- **15.** No Gifts or Gratuities: Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
- **16.** Cancellation: The Contractor may not cancel this Contract. The State may cancel this Contract under the circumstances that are subsequently described in this Contract. Cancellation by the State in accordance with the provisions of this Contract shall constitute a default. Following such cancellation, both parties shall be entitled to enforce obligations that accrued prior to cancellation.
- 17. Claims For Labor And Materials: The Contractor shall indemnify and save harmless the State from all claims for labor and materials furnished under this Contract. When requested by the State, the Contractor shall submit satisfactory evidence that all persons, firms or corporations, who have done work or furnished materials under the Contract, for which the State may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount shall be retained from monies due the Contractor which, in addition to any other sums that may be retained, will be sufficient, in the opinion of the State, to meet all claims of the persons, firms and corporations as aforesaid. Such sum or sums shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

Before final acceptance of the work by the State, the Contractor shall submit in duplicate a signed notarized affidavit to the State stating that all subcontractors, contractors, persons or firms who have furnished labor or materials for the work have been fully paid or satisfactorily secured and that all taxes have been paid.

- **18. Hindrances and Delays:** In executing the Contract, the Contractor expressly covenants and agrees that, in understanding to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this Contract.
- 19. Extensions of Time: Should the Contractor be delayed in the final completion of the work by any act or neglect of the State, or by any other Contractor employed by the State or by strike, fire or other cause outside of the control of the Contractor and which, in the opinion of the State, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the State, will be granted by the State. Claims and requests for extensions of time should be submitted in writing to the State within seven (7) days after a delay becomes apparent.
- 20. Liquidated Damages: The parties agree that failure to deliver a complete, working product to the State by the implementation deadline established in this Contract will result in damages to the State. The Parties further agree that those damages will be difficult to calculate, given the nature of the product provided under this Contract. The parties agree to the following schedule of liquidated damages for late delivery as a reasonable approximation of the value of the damages that will be incurred by the State. The Parties specifically acknowledge that these amounts are damages, and in no way represent a penalty. The Parties irrevocably waive the right to challenge the reasonableness of these liquidated damages, or to assert that they are a penalty. Liquidated damages shall be in lieu of all other damages for delay for the time periods in question. The recovery of liquidated damages for delay shall not preclude the recovery of damages (or any other remedy) for any other type of loss by the State. Liquidated damages shall equal 5% on total contract cost if contractor does not deliver complete, working product within 30 days of implementation deadline, 10% on total contract cost if not delivered in 60 days, 15% on total contract cost if not delivered in 90 days, 20% on total contract cost if not delivered in 120 days. Any further delays shall result in liquidated damages equal to 5% of the total contract cost for each 30 days of delay, up to a maximum of 50% of the contract amount.

- 21. Settlement of Claims: The State and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to insurance proceeds held by the State as trustee. The Contractor shall require similar waivers by subcontractors as provided in the General Conditions.
- **22. Confidential Matters:** All data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, specifications, photographs, and data shall be treated by the Contractor and its subcontractors as confidential. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in other job or jobs, unless written consent is obtained from the State.
- **23.** Copies: All copies of written reports will be printed using both sides of the paper.
- **24.** Compliance with Other Laws: The Contractor agrees to comply with the requirements of (cite specific applicable federal or state statutory or regulatory provisions), and agrees further to include a similar provision in any and all subcontracts.
- **25. Work Product Ownership:** Upon full payment by the State, all products of the Contractors' work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by contractor.
- **26. Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this contract shall be approved/reviewed by the State prior to release.
- **27. Ownership of Equipment:** Any equipment purchased by or furnished to the Contractor by the State under this contract is provided on a loan basis only and remains the property of the State.

ATTACHMENT C

ENHANCED 9-1-1 GIS DATA FORMATS

Field Domain Values and Database Nomenclature

Spatial Data:

NOTE: Spatial data will be provided in Geographic Coordinates, Decimal Degrees, NAD83.

DRIVEWAYS POLYLINE

```
Field: FLAG, CHAR, 3, 0
                                    0,1 = remove = "Y"
ESA
POINT
Field: TYPE, CHAR, 1, 0
Field: CODE, DECIMAL, 4, 0
Field: UPDTSRC, CHAR, 3, 0
                                      update source agency - create 3 char code
                                    update date
Field: UPDTDT, CHAR, 7, 0
ESZ
 POLYGON
Field: MCODE, DECIMAL, 3, 0 town municipal code #)

Field: ESN, DECIMAL, 4, 0 Site number - link to ESN.DBF

Field: UPDTSRC, CHAR, 3, 0 update source agency - create 3 char code

Field: UPDTDT, CHAR, 7, 0 update date
LANDMARKS
Field: NAME, CHAR, 35, 0 Landmark Name
Field: TYPE, CHAR, 3,0 Classification
D31-HOSPITAL
  D37-PRISON
  D41-MUSEUM
  D42-GOVERNMENT/P.O.
  D43-SCHOOL/LIBRARY
  D44-CHURCH
  D45-LODGING FACILITY
  D46-RESTAURANTS
  D47-LARGE OFFICE BUILDING
  D51-AIRPORT
  D52-TRAIN STATION
  D53-BUS TERMINAL
  D54-FERRY TERMINAL
  D56-SUBWAY STATION
  D59-GAS STATION/AUTO
  D61-MALL OR LARGE CENTER
  D62-RECREATION
  D67-STADIUM
  D70-TOWERS AND OIL RIGS
  D81-GOLF COURSE
  D82-CEMETERY
  D86-NATURAL FEATURE
  D87-RIDGE OR SUMMIT
  D89-PARK
  D92-POINT OF INTEREST
  D99-Z00
  H40-DAM
  M10-POPULATED PLACE
  M11-LARGER CITY
  M12-MILE-MARKER
  M13-SIGNS
```

M13-EXIT FROM HIGHWAY M15-FARMING, HORTICULTURE

M16-ANIMALS, LIVESTOCK M17-LANDSCAPE, LAWN M18-MINING, QUARRY

ROADS

```
POLYLINE
Field: MCODE, DECIMAL, 3, 0
                               town municipal code #)
Field: ARCID, DECIMAL, 10, 0
                                 A unique ID assigned to each arc.
                                 MUST not change unless the roadname table is also updated
Field: RDNAME, DECIMAL, 6, 0
                                Road name #
Field: RTNO, CHAR, 4, 0
                                 The Interstate, Fed, State, County, or town road number
Field: CLASS, DECIMAL, 2, 0
                                Road classification:
Field: SURFACE, DECIMAL, 1, 0
                                 ** May not be maintained
                                1=Hard Surface (paved), 2=Gravel, 3=Soil or drained earth,
                                \verb|5=Unimproved/Primitive, 6=Impassable/Untraveled 9=Unknown|\\
Field: ONEWAY, CHAR, 1, 0
                                 0/dash/blank=No, Y-In direction of arc, X-Opposite direction arc
Field: LLO, DECIMAL, 7, 0
Field: LHI, DECIMAL, 7, 0
Field: RLO, DECIMAL, 7, 0
Field: RHI, DECIMAL, 7, 0
Field: UPDTSRC, CHAR, 3, 0
                               update source agency - 3 char code
Field: UPDTDT, CHAR, 7, 0
                                update date/action - date code (YMD) + ActionCode(s)
SHEETS
POLYGON
Field: PAGE, DECIMAL, 3, 0
Field: MCODE, DECIMAL, 3, 0
                               town municipal code #)
Field: SCALE, DECIMAL, 7, 0
Field: LL, CHAR, 25, 0
                               Lower left corner of original sheet
SITES
POINT
Field: MCODE, DECIMAL, 3, 0
                                town municipal code #)
Field: RDNAME, DECIMAL, 6, 0
                                road name #
                               update source agency - create 3 char code
Field: UPDTSRC, CHAR, 3, 0
                               update date - 'YYMD'
Field: UPDTDT, CHAR, 7, 0
Field: NEWSTR, CHAR, 30, 0
                                full address at this location
Field: ADDRESS, DECIMAL, 5, 0 address # assigned by distance based measurement
Field: TYPE, CHAR, 2, 0
                               site use
Field: SITEID, CHAR, 7, 0
                                unique site ID IMPORTANT
Field: NEWCITST, CHAR, 30, 0
                                911 Municipality
Field: LR, CHAR, 1, 0
                                Side of road
Field: MAPYEAR, CHAR, 3, 0
```

mapped date (YMD code)

Tabular Data:

NOTE: Tabular data will be provided in Dbase IV format.

ESADATA

```
DBASE
 Field: CODE, DECIMAL, 4, 0
 Field: TYPE, CHAR, 1, 0
Field: NAME, CHAR, 35, 0
                               update source agency - create 3 char code
 Field: UPDTSRC, CHAR, 3, 0
 Field: UPDTDT, CHAR, 7, 0
                                update date
ESN
DBASE
 Field: UPDTSRC, CHAR, 3, 0
                                  update source agency - create 3 char code
Field: UPDTDT, CHAR, 7, 0
                                  update date
 Field: ESN, DECIMAL, 4, 0
Field: MCODE, DECIMAL, 3, 0
Field: PSAP, DECIMAL, 4, 0
 Field: FIPS, DECIMAL, 5, 0
 Field: LAW, DECIMAL, 4, 0
 Field: FIRE, DECIMAL, 4, 0
 Field: EMS, DECIMAL, 4, 0
 Field: COM, CHAR, 30, 0
                                  Comment
```

ROADNAMES

DBASE		
Field:	MCODE, DECIMAL, 3, 0	township that this arc falls within
Field:	RDNAME, DECIMAL, 6, 0	Roadname #
Field:	ARCID, DECIMAL, 10, 0	1st arc on named road
Field:	NAME, CHAR, 35, 0	Official town name as it should be spelled on atlases
Field:	UPDTSRC, CHAR, 3, 0	update source agency - create 3 char code
Field:	UPDTDT, CHAR, 7, 0	update date
Field:	ODDSIDE, CHAR, 1, 0	L/R
Field:	ALIAS1, CHAR, 35, 0	
Field:	STARTMI, DECIMAL, 7, 3	Starting mileage if continuous
Field:	ALIAS2, CHAR, 35, 0	
Field:	ALIAS3, CHAR, 35, 0	
Field:	COM, CHAR, 30, 0	Comment
Field:	GPSFLG, CHAR, 1, 0	Needs Coordinate Update (probably from GPS)